

25X1

[redacted]
Copy of 9

23 March 1956

MEMORANDUM FOR: Chief, Transportation Division, Office of Logistics
SUBJECT : Transportation Requirement

1. This memorandum is submitted as a result of our conversation of 21 March.

2. Transportation will be required for personnel and classified material from [redacted] to 1717 N Street, N.W., and return. This requirement is expected to begin near 1 April, continue sporadically until the middle of May and become continuous after that time. A period of approximately two (2) hours is expected between arrival at 1717 N Street and return [redacted]. No layover is anticipated [redacted]

3. Approximately three each deliveries and returns per day are anticipated for which at least two hours notice should be available to you. You will be provided with the approximate times of day these trips may be anticipated as soon as the information is available to us.

4. Additional highly urgent trips will be required upon short notice. These should be relatively infrequent at first but will gradually increase.

5. At the close of our meeting of 21 March, it was our understanding that you would try to supply us with the above requirement, commencing 1 April and that we will use [redacted] designation which we decided upon for such a transportation requirement between 1717 N Street, N.W., and [redacted]

6. We are extremely appreciative of your cooperation in this instance.

25X1 [redacted]
Assistant Administrative Officer
ACB/DCI

ADM/e

Distribution:

O&I - Addressee

3 - Ops	7 - SO
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HELD AT D CONTRACT

Contract No. PL-3011

MAR 27 1956

Westinghouse Electric Corporation
 Friendship International Airport
 Baltimore 27, Maryland

Contract for: See Schedule

Amount: \$1,080,455.00

Mail Invoices to:

Performance Period/Delivery:
 See Schedule
 Inspection Point:
 Baltimore, Md.

Administrative Data:

This contract is entered into, by and between the United States of America, hereinafter called the Government represented by the Contracting Officer executing this contract, and the above-named Contractor which is a Corporation, incorporated in the State of Pennsylvania, hereinafter called the Contractor.

The parties hereto agree that the Contractor shall furnish the facilities and deliver all supplies and perform all the services set forth in the attached schedule issued hereunder, for the consideration stated herein.

The rights and obligations of the parties to this contract shall be subject to and governed by the attached schedule and General Provisions. In the event of any inconsistency between the Schedule and the General Provisions, the Schedule shall control.

IN WITNESS WHEREOF, the parties hereto have executed this contract as of 27 March, 1956

Signatures:

Westinghouse Electric Corporation

THE UNITED STATES OF AMERICA

BY _____

(Signature)

BY _____

Contracting Officer

TITLE _____

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PL-3011

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SCHEDULE

PART I - SUPPLIES AND SERVICES TO BE FURNISHED

A. The Contractor shall provide the supplies and services set forth in the attached Appendix I, such Appendix I being a part of the Schedule under this contract. F.O.B. point to be specified later. R.W. t
3/14/64

B. Notwithstanding the description above of the supplies and services to be furnished under this contract, the Government may, within the general scope of this contract, at its discretion, revise such services, delete services, or require additional collateral or related supplies and services during the period of this contract. In such event, the Contracting Officer will issue a Change Order directing the required changes, in accordance with the clause of this contract entitled, "CHANGES."

PART II - CONSIDERATION AND PAYMENT

A. In accordance with the clause of this contract entitled "PAYMENTS," and subject to redetermination of the price in accordance with the part of this schedule entitled "PRICE REDETERMINATION", the Government shall pay the Contractor upon satisfactory performance of this contract, as full payment for the services to be supplied by the Contractor hereunder, the amount of \$1,080,455.00, which amount is the total of the prices set forth in Appendix I, hereto.

B. As of the date of execution of this contract, there has been allotted for this contract the amount set forth above. This amount is subject to increase or decrease, in accordance with the part of this schedule entitled, "PRICE REDETERMINATION." In addition, the Government may increase this amount from time to time solely at its discretion, such increased amount to be subject at the proper time to the redetermination provisions of the part of this schedule entitled, "PRICE REDETERMINATION." If at any time the Contractor has reason to believe that by reason of the performance by it, of this contract, the amount due it will exceed the sum allotted to this contract, it shall notify the Contracting Officer to that effect. Notwithstanding any other provision of this contract, the Contractor shall not be obligated to furnish any services pursuant to this contract, if in the best judgement of the Contractor, the cost of such services will exceed the amount allotted to this contract. The Government shall not be obligated to pay the Contractor under this contract any amount in excess of the sum allotted.

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PART III - DELIVERY SCHEDULES AND ANTICIPATORY COSTS

A. Delivery schedules shall be in accordance with the delivery schedules set forth in Appendix I, hereto.

B. All costs, which have been incurred by the Contractor in anticipation of this contract prior to its signing, which if incurred after signing would have been considered as allowable items of cost for this project, shall be considered as allowable items of costs herein.

PART IV - PRICE REDEFINITION

A. Because of the nature of the services called for by this contract and the uncertainty as to the cost of performance hereunder, the parties to this contract agree that the contract prices set forth in Appendix I, hereto, may be increased or decreased, in accordance with the provisions of this clause.

B. Promptly after March 1, 1946, or such other date as may be mutually agreed upon by the parties hereto, the parties shall negotiate to determine whether the contract prices shall be revised and new prices established, such new contract prices to be fixed and to represent the total amount payable to the Contractor for satisfactory performance of the contract, including all services theretofore furnished or thereafter to be furnished.

C. As soon as practicable, and in no case later than sixty (60) days after the date set forth in Paragraph B, last above, the Contractor shall furnish to the Contracting Officer, a statement in such form and detail, as the Contracting Officer may prescribe of the cost, including estimates to completion, of furnishing the services called for under this contract, together with such information as may be pertinent in the negotiations for the revised prices pursuant to this clause. Such statement of cost shall fairly reflect the normal operations of the Contractor's cost system, taking into account any deviations from such normal cost system as is required by the security restrictions placed upon the Contractor by the Government in performance under this contract. The Contracting Officer shall have the right at all reasonable times to make, or cause to be made by Government employees, or other person or persons agreed upon by the parties, such examinations or audits of the Contractor's books, records and accounts, as he may request.

D. Upon the filing of the statement and other pertinent information required by Paragraph C of this clause, the Contractor and the Contracting Officer will promptly negotiate in good faith to agree upon reasonable

revised prices for the entire contract, which upon the basis of such statement and other pertinent information, will constitute fair and just compensation to the Contractor for the performance of this contract. In determining the extent of any estimated allowance for profit to be taken into account in fixing such revised prices, consideration will be given to the extent to which the Contractor has performed the contract with efficiency, economy and ingenuity. The revised prices shall be evidenced by an amendment to this contract. However, in the event that the negotiations for price revision, in accordance with this clause, indicate that the uncertainty as to the cost of complete performance is still so great as to prevent a realistic determination of the final prices for the over-all completion of this contract, provision may be made for such future negotiations as to revision as may be appropriate to the circumstances at the time.

E. If within thirty (30) days, or such other period as mutually agreed upon by the parties hereto, after the filing of the statement and other pertinent information required by Paragraph C of this clause the parties shall fail to agree upon the revised prices, in accordance with the provisions of this clause, the failure to agree shall be deemed to be a disagreement as to a question of fact which shall be disposed of in accordance with the clause hereof entitled "DISPUTES."

F. For any of the purposes of the clause of this contract providing for termination at the option or convenience of the Government (including without limitation, computation of "the total contract price," and "the contract prices of work not terminated,") the contract prices shall be the revised contract prices agreed upon under Paragraph D of this clause or determined under Paragraph E of this clause, as the case may be.

PART V - PROGRESS PAYMENTS

(a) Progress payments, which are hereby defined as payments prior to acceptance, on contract work in progress for the Government under this contract, may be made upon the following terms and conditions.

(b) The Contracting Officer may, from time to time, authorize progress payment to the Contractor upon property acquired or produced and services performed by it for the performance of this contract; PROVIDED, That such progress payment shall not exceed the cost to the Contractor of the property and services upon which payment is made, which costs shall be determined from evidence submitted by the Contractor and which must be such as is satisfactory to the Contracting Officer; and PROVIDED FURTHER, That in no event shall the total of unliquidated progress payments (see (a) below) and of unliquidated advance payments, if any, made under this contract, exceed 90 percent of the total contract price of supplies or services still to be delivered.

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(c) Upon the making of any progress payments under this contract, title to all parts, materials, inventories, work in progress, and non-durable tools theretofore acquired or produced by the Contractor for the performance of this contract and properly chargeable thereto under sound accounting practice shall vest in the Government; PROVIDED, That nothing herein shall deprive the Contractor of any further progress or final payments due or to become due hereunder; or relieve the Contractor or the Government of any of their respective rights or obligations under this contract.

(d) The Contractor represents and warrants that the property, upon which any progress payment is made hereunder, shall be cleared of all liens and encumbrances of any kind whatsoever upon receipt of any progress payment.

(e) In making payment for the supplies furnished hereunder there shall be deducted from the contract price therefor a proportionate amount of the progress payments theretofore made to the Contractor, under the authority herein contained.

(f) It is recognized that property (including, without limitation, completed supplies, spare parts, drawings, information, partially completed supplies, work in progress, materials, fabricated parts and other things called for herein) title to which is or may hereafter become vested in the Government pursuant to this clause will from time to time be used by or put in the care, custody or possession of the Contractor in connection with the performance of this contract. The Contractor, either before or after receipt of Notice of Termination at the option of the Government, may acquire or dispose of property to which title is vested in the Government under this clause, upon terms approved by the Contracting Officer; PROVIDED, That after receipt of Notice of Termination, any such property that is a part of termination inventory may be acquired or disposed of only in accordance with the provisions of the termination clause of this contract and applicable laws and regulations. The agreed price (in case of acquisition by the Contractor) or the proceeds received by the Contractor (in case of other disposition), shall, to the extent that such price and proceeds do not exceed the unliquidated balance of progress payments hereunder, be paid or credited to the Government as the Contracting Officer shall direct; and such unliquidated balance shall be reduced accordingly. Current production scrap may be sold by the Contractor without approval of the Contracting Officer but the proceeds will be applied as provided in this paragraph (f), provided that any such scrap which is a part of termination inventory may be sold only in accordance with the provisions of the termination clause of this contract and applicable laws and regulations. Upon liquidation of all progress payments hereunder or upon completion of deliveries called for by this contract, title to all property (or the proceeds thereof) which has not been delivered to and accepted by the Government under this contract or which has not been incorporated in supplies delivered to and accepted by the Government under this contract and to which title has been vested in the Government under this clause shall vest in the Contractor.

(g) The provisions of this contract referring to "Liability for Government-Furnished Property" and any other provisions of this contract defining liability for Government-furnished property shall be inapplicable to property to which the Government shall have acquired title solely by virtue of the provisions of this clause. The provisions of this clause shall not relieve the Contractor from risk of loss or destruction or damage to property to which title vests in the Government under the provisions hereof.

(h) If this contract (as heretofore or hereafter supplemented or amended) contains provisions for advance payments, and in addition if at the time any progress payment is to be made to the Contractor under the provisions of this progress payments clause any unliquidated balance of advance payments is outstanding, then notwithstanding any other provisions of the Advance Payments clause of this contract the net amount, after appropriate deduction for liquidation of the advance payment, of such progress payment shall be deposited in the special bank account or accounts maintained as required by the provisions of the Advance Payments clause, and shall thereafter be withdrawn only pursuant to such provisions.

PART VI - INSPECTION OF SUPPLIES AND CORRECTION OF DEFECTS

(a) All supplies (which term throughout this clause includes without limitation raw materials, components, intermediate assemblies, and end products) shall be subject to inspection and test by the Contracting Officer, to the extent practicable at all times and places including the period of manufacture and in any event prior to final acceptance. The Contractor shall provide and maintain an inspection system acceptable to the Contracting Officer covering the supplies, fabricating methods, and special tooling hereunder. The Contracting Officer may inspect the plant or plants of the Contractor or of any of its subcontractors engaged in the performance of this contract. If any inspection or test is made by the Contracting Officer on the premises of the Contractor or a subcontractor, the Contractor shall provide and shall require subcontractors to provide all reasonable facilities and assistance for the safety and convenience of the Contracting Officer in the performance of his duties. All inspection and tests by the Contracting Officer shall be performed in such a manner as will not unduly delay the work. Except as otherwise provided in this contract, final acceptance of any supplies or lots of supplies shall be made as promptly as practicable after delivery thereof and shall be deemed to have been made no later than sixty (60) days after the date of such delivery, if final acceptance has not been made earlier within such period.

(b) At any time during performance of this contract, but not later than six (6) months after final acceptance of supplies or lots of supplies, the Contracting Officer may require the Contractor to remedy by correction or replacement, any supplies or lots of supplies which at the time of

delivery thereof are defective in material or workmanship or otherwise not in conformity with the requirements of this contract. The cost of any such correction or replacement shall be included in the determination of price for the period during which such correction or replacement is accomplished. Should a correction or replacement occur subsequent to the determination of the price for the last period of performance hereunder, such price will be subject to redetermination to incorporate the costs of such correction or replacement. If the Contractor fails to proceed with reasonable promptness to correct or replace such supplies or lots of supplies, the Contracting Officer may terminate this contract as provided in the clause of this contract entitled "Termination for Convenience of the Government."

(c) Corrected supplies or replaced supplies shall be subject to the provisions of this clause in the same manner and to the same extent as supplies originally delivered under this contract.

(d) Except as provided in this clause and as may be provided in the Schedule, the Contractor shall have no obligation or liability to correct or replace supplies or lots of supplies which at the time of delivery are defective in material or workmanship or otherwise not in conformity with the requirements of this contract.

(e) Except as otherwise provided in the Schedule, the Contractor's obligation to correct or replace Government-furnished property (which is property in the possession of or acquired directly by the Government and delivered or otherwise made available to the Contractor) shall be governed by the provisions of the clause of this contract entitled "Government-Furnished Property."

PART VII - FURNISHING OF MATERIALS OR SUPPLIES AT THE GOVERNMENT'S OPTION

The Government may at its option, from time to time furnish the Contractor with materials or supplies not obtainable in the open market and which are required by the Contractor for the performance of this contract. In such event, an equitable reduction in the contract price shall be made prior to the delivery of such materials or supplies to the Contractor, or as soon thereafter as possible, but in no event later than thirty (30) days after such delivery.

PART VIII - USE OF GOVERNMENT-OWNED FACILITIES AND SPECIAL TOOLING

In the performance of this contract the Contractor is authorized to use on a no-charge-for-use basis industrial facilities and/or special tooling to which the Government has or will obtain title under facility

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or Supply contract, including Letter Contract, entered into between the Contractor and the United States Air Force prior to the effective date of this contract. The Contractor warrants that the price or prices for any supplies to be furnished hereunder do not include the cost of such facilities or special tooling or any allowance or charge to cover depreciation or amortization of the same.

PART IX - ADDITIONAL REQUIREMENTS OF GENERAL PROVISIONS

Notwithstanding the requirements of any of the General Provisions of this contract to the contrary, whenever the Contractor, in performance of the work under this contract, shall find that the requirements of any of the clauses of the General Provisions are in conflict with security instructions issued to the Contractor by the Contracting Officer or by his duly authorized representative for security matters, the Contractor shall call the attention of the Contracting Officer to such conflict and the Contracting Officer or his duly authorized representative for security matters shall (i) modify or rescind such security requirement or (ii) the Contracting Officer shall issue to the Contractor a waiver of compliance with the requirements of the General Provisions conflicting with such security requirements. Any waiver of compliance with the General Provisions of this contract issued by the Contracting Officer shall be in writing, except that the approval by the Contracting Officer of any subcontract issued hereunder by the Contractor shall be deemed to constitute approval of waiver of any clauses of the General Provisions in conflict with the stipulations of such subcontract.

PART X - SPECIAL SECURITY RESTRICTIONS

The Contractor shall not reveal (i) the specific nature or any details of the work being performed hereunder or (ii) any information whatsoever with respect to the department of the Government sponsoring this contract and the work thereunder except as the Contractor is directed or permitted to reveal such information by the Contracting Officer or by his duly authorized representative for security matters, and notwithstanding any clause or section of this contract to the contrary. The Contractor shall not interpret any clause or section of this contract as requiring or permitting divulgence of such information to any person, public or private, or to any officer or department of the Government without the express consent of the Contracting Officer or his duly authorized representative for security matters.

PART XI - LETTER CONTRACT SUPERSEDED

This is the Definitive Contract contemplated by the Letter Contract issued by the Government to the Contractor under date of 3 June 1955, and supersedes said Letter Contract. Work performed and payments made under said Letter Contract shall be deemed to be work performed and payments made under this Definitive Contract. The date of the Letter Contract

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shall be given for the determination of the priority status of this Definitive Contract. In the event of conflict between this Definitive Contract and said Letter Contract, this Definitive Contract shall prevail.

PART XII - INSPECTION AND AUDIT

(a) The Contractor agrees that its books and records and its plants, or such part thereof as may be engaged in the performance of this contract shall at all reasonable times be subject to inspection and audit by Government personnel or mutually acceptable person or agency, when and to the extent authorized by the Contracting Officer. *R.W.E.* *3/26/56*

(b) The Contractor agrees to include in each of his subcontracts hereunder which is on a cost or cost-plus-a-fixed-fee or a price re-determination basis, or on a time-and-material, or labor-hour basis, provision for audit of such subcontract by Government personnel or mutually acceptable person or agency. *R.W.E.* *3/26/56*

PART XIII - INSPECTION AND ACCEPTANCE

Inspection and acceptance of the items contracted for under this contract shall be made by the Government at the Contractor's plant, Baltimore, Maryland, with respect to any items fabricated and/or assembled and packed as individual or integral units at the Contractor's plant. With respect to items fabricated and/or assembled and packed as individual or integral units at subcontractors' plants, the point of inspection and acceptance shall be at the plant of such subcontractor.

PART XIV - PACKING OF ITEMS DELIVERED

The items delivered under this contract shall be packed for domestic shipment in accordance with standard commercial practices, except as otherwise specified in Appendix I hereto.

PART XV - REPORTS

Such technical progress reports of the work being performed under this contract and interim financial reports as are mutually agreed to between the contracting parties will be prepared by the Contractor and submitted to the Contracting Officer.

PART XVI - SUBCONTRACTS FOR WORK OR SERVICES

(a) No contract shall be made by the Contractor with any other party for furnishing any of the completed or substantially completed articles, spare parts or work, herein contracted for, without the written approval of the Contracting Officer as to sources.

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(b) The Contractor shall give specific advance notification to the Contracting Officer of any proposed subcontract hereunder which (1) is on a cost or cost-plus-a-fixed-fee basis, or (2) is on a fixed-price basis exceeding in dollar amount either \$25,000 or five percent (5%) of the total amount of this contract.

(c) The Contractor shall not, without the prior written consent of the Contracting Officer, place any subcontract which (1) is on a cost or cost-plus-a-fixed-fee basis, or (2) is on a fixed-price basis exceeding in dollar amount either \$25,000 or five percent (5%) of the total amount of this contract, or (3) provides for the fabrication, purchase, rental, installation or other acquisition, of any item of industrial facilities, or of special tooling having a value in excess of \$1,000, or (4) is on a time-and-material or labor-hour basis. The Contracting Officer may, in his discretion, ratify in writing any such subcontract; such action shall constitute the consent of the Contracting Officer as required by this paragraph (c).

(d) The Contractor agrees that no subcontract placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis.

(e) The Contracting Officer may, in his discretion, specifically approve in writing any of the provisions of a subcontract. However, such approval or the consent of the Contracting Officer obtained as required by this clause shall not be construed to constitute a determination of the acceptability of the subcontract price, unless such approval specifically provides that it constitutes a determination of the acceptability of the subcontract price.

(f) The Contracting Officer may approve all or any part of the Contractor's purchasing system and from time to time rescind or reinstate such approval. Such approval shall be deemed to fulfill the requirements for obtaining the Contracting Officer's consent to subcontracts as prescribed in paragraph (c) above.

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Contract No. FL-3011

APPENDIX I

Items to be furnished by Contractor

The Contractor will be paid a total price of \$1,080,455.00, subject to the provisions of Part IV of this Schedule, entitled "Price Redetermination", for performance of the services and furnishing the supplies set forth under Items 1 through 6.

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REF ID: A6572

APPENDIX I

ITEM	DESCRIPTION	TOTAL PRICE
<p>The Contractor shall supply the necessary qualified personnel, facilities, and materials (except as otherwise provided herein), and shall design, fabricate, test and deliver a high resolution, single channel side looking radar equipment, and related items, consisting of Items Numbers 1 through 6 below and in accordance with Contractor's Proposal AAF-40037-C, Revision 1, dated 21 December 1955, as modified by Contractor's letter dated 3 February 1956. Said proposal together with Appendices "A", "B" and "C" thereto, and letter dated 3 February 1956 are on file with the Contractor and the Contracting Officer and are incorporated into this contract by reference:</p>		
1	Three (3) each - Single Channel Radar Mapping Systems in accordance with Appendix "A" of Proposal AAF-40037-C, Revision 1, dated 21 December 1955.	
	Total Price	\$589,187.
	Delivery:	1 unit in May 1956 1 unit in June 1956 1 unit in July 1956
2	One (1) each - Single Channel Radar Mapping System, less Antennas, similar to Item 1, above, except the design shall be modified to provide low altitude operations.	
	Total Price	80,163.
	Delivery:	November 1956
3	One (1) each - Radar Mapping System Bench Test Set for Item 1, above	
	Total Price	76,060.
	Delivery:	August 1956

REF ID: A6573

REF ID: A6574

REF ID: A6575

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4 One (1) each - Radar Mapping System Bench Test Set
for Item 2, above

Total Price 76,068.

Delivery: November 1956

5 One (1) set - Maintenance Tools and Test Equipment in
accordance with Appendix "B" of Proposal AAA-40037-C
Revision 1, dated 21 December 1955.

Total Price 54,583.

Delivery: May 1956

6 One (1) set - Spare Parts in accordance with
Appendix "C" of Proposal AAA-40037-C Revision 1,
dated 21 December 1955.

Total Price 204,374.

Delivery: May 1956

TOTAL CONTRACT PRICE \$1,080,455.
(Subject to the provisions
of Part IV, Price Redetermination,
of this Schedule.)

It is understood and agreed that the Spare Parts List in
Appendix "C" hereof is a partial list of the items re-
quired for support of the equipment. As the design work
progresses, this list will be supplemented by the con-
tractor to include the remaining items and also spare
parts items required for the test equipment. Upon sub-
mission of the supplemental list, a separate quotation
of price and delivery for the additional spare parts will
be submitted to the Contracting Officer for consideration
in negotiating an amendment to this contract.

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CERTIFICATE

I, _____, certify that I am
the _____ of the Corporation named as
Contractor herein; that _____
who signed this contract on behalf of the Contractor was then the
_____ of said Corporation; that said
contract was duly signed for and in behalf of said Corporation by
authority of its governing body, and is within the scope of its
Corporate powers.

Signature (Corporate Seal)

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